

FEE PAID

APPLICATION FOR PERMIT  
TO APPROPRIATE PUBLIC WATERS OF THE STATE OF WASHINGTON

☒ SURFACE WATER ☐ GROUND WATER

\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

SIGNATURE (GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO.	W.R.I.A.	COUNTY	PRIORITY DATE	TIME	ACCEPTED
5127957	F	WHATCOM	5-26-98		AB
APPLICANT'S NAME - PLEASE PRINT			Bus. Tel.		
MICHAEL B. ALLSOP - MARIANNE ALLSOP			360-734-9090		
			Home Tel.		
			360-733-4517		
			Other Tel.		

ADDRESS (STREET)	(CITY)	(STATE)	(ZIP CODE)
2247 No. Shore Rd.	BELLINGHAM	WA	98226

DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION

1. SOURCE OF SUPPLY	
IF SURFACE WATER	IF GROUND WATER
SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)	SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)
LAKE WHATCOM	
TRIBUTARY	SIZE AND DEPTH

2. USE	
USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)	
Single DOMESTIC Supply - continuously	
ENTER QUANTITY OF WATER REQUESTED USING UNITS OF:	ACRE FEET PER YEAR
CUBIC FEET PER SECOND (CFS) OR GALLONS PER MINUTE (GPM)	
104.02	20 gpm
	12.1 acre ft. / yr.

TIMES DURING YEAR WATER WILL BE REQUIRED  
ENTIRE YEAR

IF IRRIGATION, NUMBER OF ACRES	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, 1-MOBILE HOME, 2-CAMPSITES, ETC.	IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
	1 HOME outbuildings	
DATE PROJECT WAS OR WILL BE STARTED	DATE PROJECT WAS OR WILL BE COMPLETED	
IN USE (occupied in 1969)		

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL					
3A. IF IN PLATTED PROPERTY					
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE
10	4	PLAT OF AGATE BAY	25	38	3E
ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION					

3B. IF NOT IN PLATTED PROPERTY	
ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER	
ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.	

LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	COUNTY

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER  
yes

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED	
ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.	
ENCLOSED	



WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)



YES



NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY GRANTED BY LAND OFFICES OF OLYMPIA-WASHINGTON TERRITORY CERTIFICATE #5004. PROOF OF SALE TO DANIEL JACKSON FROM US GOVERNMENT IN 1874 WITH WATER RIGHTS AS STATED. SEE ADDITIONAL 1974 WATER RIGHTS CLAIM.

6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

2 hp pump - 2" pipe  
5 hp FIRE protection

REMARKS

7. ENCLOSED is the 'Filed' copy of  
WATER RIGHT CLAIM dated 6/17/74 - Rec. Jun 18-74  
AND the legal description of the property

8. COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977.
2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY.
3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION.

YES ☐  
YES ☐  
YES ☐

NO ☐  
NO ☐  
NO ☐

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

MICHAEL B. ALLSOP

LEGAL LANDOWNERS NAME  
(PLEASE PRINT)

*Michael B. Allsop*

APPLICANT'S SIGNATURE

*Michael B. Allsop*

LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

2247 N. Shore Rd.

LEGAL LANDOWNER'S ADDRESS

BELLINGHAM, WA 98226

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

ss.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before , 19.

Witness my hand this day of , 19.





OCT 15 1963

THIS SPACE RESERVED FOR RECORDER'S USE.

11:34

108

מסמכים  
מסמכים  
מסמכים

*P. Hawley*

14 07-195

TO Mr. J. L. G. 111, 111, 111  
111, 111, 111  
111, 111, 111

ETC # 69303

FORM 1-59

## Statutory Warranty Deed

THE GRANTOR Leo C. Nielsen and Charlotte A. Nielsen, his wife

(for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to Michael C. Allison and Marianna M. Allison, his wife

the following described real estate, situated in the County of Whatcom, State of Washington:

Lots 14, 15, and 16, Block 4, "Plat ofigate Bay, " Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 62 and 69, in the Auditor's office of said county and state, EXCEPT the Southern 1/2 70 feet of said Lot 16.

SUBJECT TO: Easements, Restrictions, Reservations of record if any.

Excl:4 Tax paid under treasurer receipt # 89125

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 19th, 1968, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated this 11th day of 11th

day of October 1969

Geo. E. Spelman (SEAL)

Charlotte A. Nilsson (SEAL)

STATE OF WASHINGTON.

County of Whatcom

On this day personally appeared before me Leo C. Nielsen and Charlotta A. Nielsen, his wife  
to me known to be the individuals described in and who executed the within and foregoing instrument, and  
acknowledged that they signed the same as their free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

134th day of OCTOBER

Notary Public in and for the State of Washington,  
residing at *1234 5th Ave. S.W.*



**QUIT-CLAIM DEED**  
Statutory Form

14.15.19  
ETC SLY  
A

**THE GRANTOR** DONALD V. HAWLEY and CHARLOTTE HAWLEY et all

of BELLINGHAM in the County of WHATCOM and State of

Washington, for the consideration of

One (1) Dollars

to hand paid, convey 5 and quit-claim R to MICHAEL G. ALLSOP

*mail*

2247 North Shore Road, Bellingham,

of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lot 5, Sec. 25, Twp. 38 N., Range 3 E. of WM. which is that portion of the former easement for right of way over said Gov. Lot 5 of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the center line of said right of way and that abuts Lots 14, 15 & 16 exc the SLY 70 FT of Block 4 of the Plat of Agate Bay in said Gov. Lot 5, the N & S property lines of said Plat Lots being extended westerly across the abandoned RR right of way to said center line. Said easterly  $\frac{1}{2}$  of said right of way is 50 feet wide where it abuts said Plat Lots and said tract becomes a contiguous part of said Plat Lots subject to any easements or agreements for roads or driveways etc.

RECORDED

SEP 11 11 19 AM '76  
VOL 303 PAGE 360  
REQUEST OF  
MICHAEL HANSEN, AUDITOR  
WHATCOM COUNTY, WASH.  
DEPUTY

situated in the County of WHATCOM, State of Washington.

Dated this 28 day of Aug, 1976.

*Donald V. Hawley*  
*Charlotte Hawley*

STATE OF WASHINGTON,

County of WHATCOM

vs. (INDIVIDUAL ACKNOWLEDGMENT)

I, Notary Public in and for the State of Washington, residing at Bellingham

do hereby certify that on this 28 day of Aug, 1976, personally appeared before me

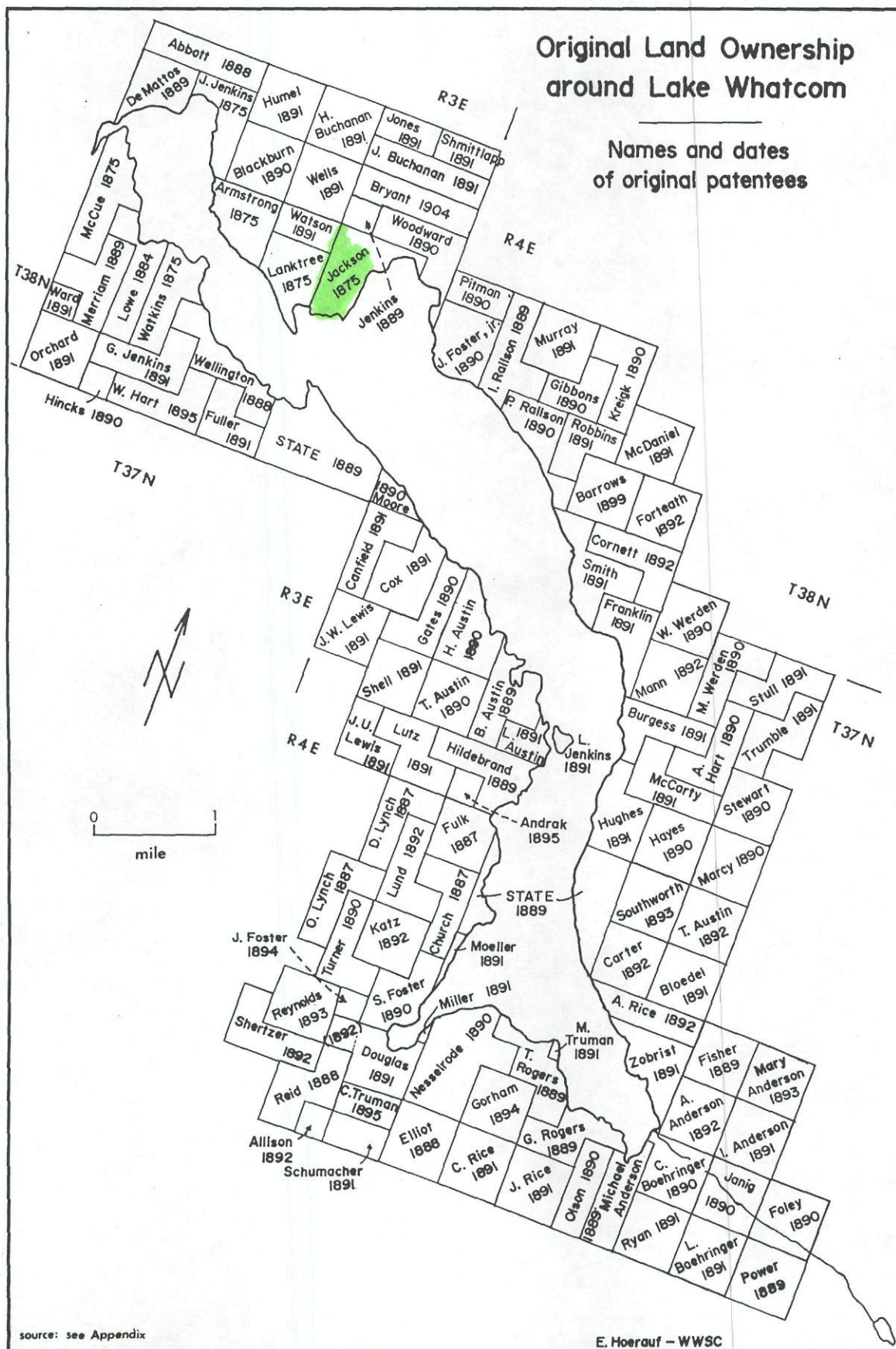
DONALD V. HAWLEY and CHARLOTTE HAWLEY

to me known to be the individual<sup>s</sup> described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28 day of Aug, 1976.

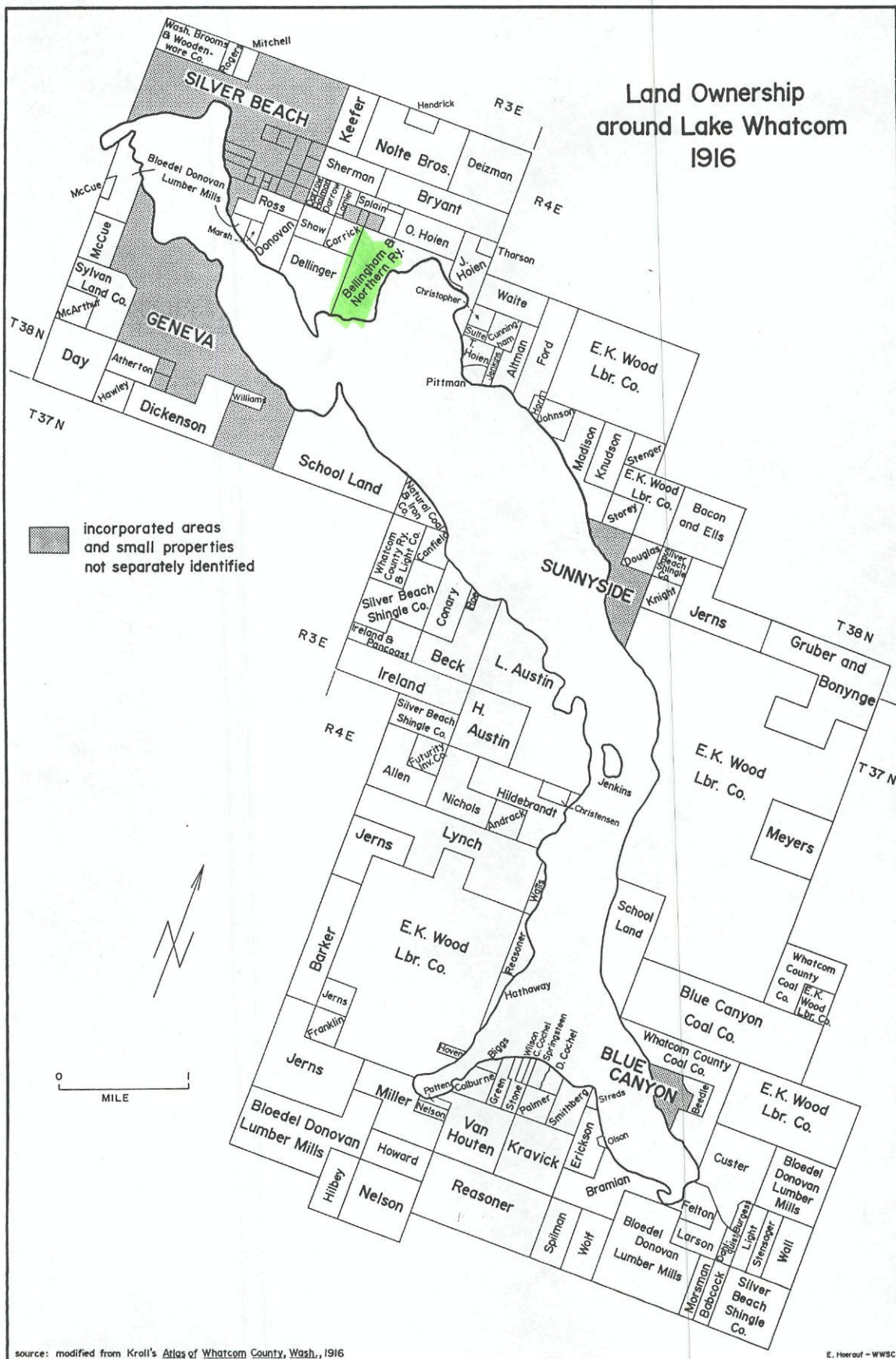
Notary Public in and for the State of Washington, residing at Bellingham in said County.





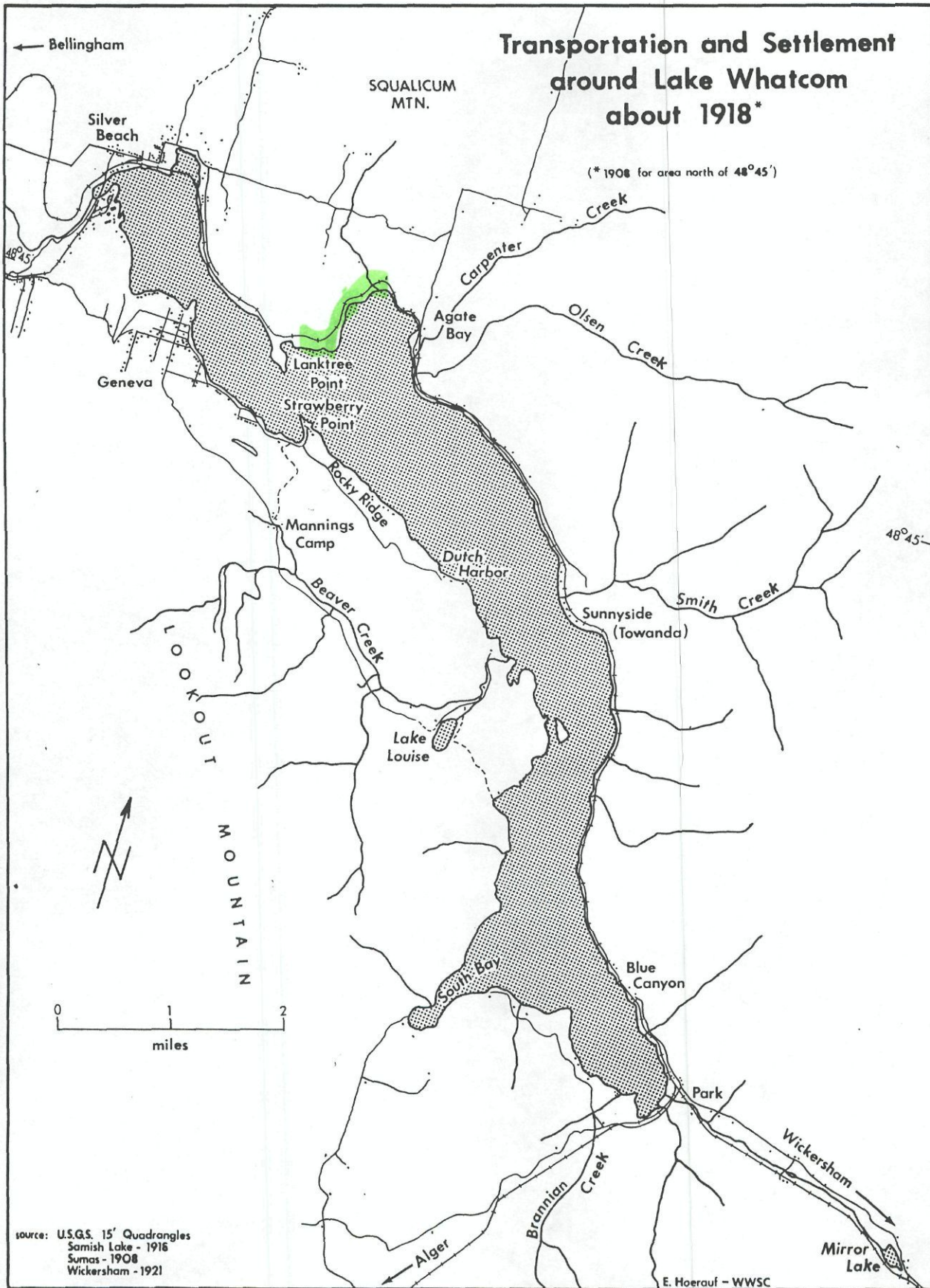
Map II--Map of Original Land Ownership around Lake Whatcom





Map III--Map of Land Ownership around Lake Whatcom, 1916





Map IV--Map of Transportation and Settlement around  
Lake Whatcom about 1918



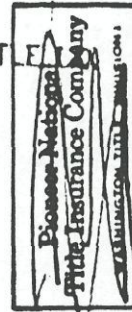
1018705

Statutory Warranty Deed

RECORDED



BELLINGHAM TITLE


 Mail to  
*Sam Peach*

Send Tax Statement to

1018705

Form L98

## Statutory Warranty Deed

THE GRANTORS CHARLES A. ROGERS and ELTA ROGERS, his wife,

 for and in consideration of Ten Dollars (\$10.00) and other good and valuable  
 consideration  
 in hand paid, conveys and warrants to LEO C. NIELSEN and CHARLOTTE A. NIELSEN

 the following described real estate, situated in the County of Whatcom, State of  
 Washington:

 Lots 14, 15 and 16, Block 4, "Plat of Agate Bay", Whatcom  
 County, Washington, as per the map thereof, recorded in  
 Book 7 of Plats, pages 68 and 69, in the Auditor's office  
 of said county and state, EXCEPT the Southerly 70 feet of  
 said Lot 16, and reserving mineral rights to the State of  
 Washington as per Auditor's file No. 373547 and Auditor's  
 file No. 373548.

 Sellers also convey and quitclaim herewith Sellers' interest  
 as lessee under those certain leases and permits filed under  
 Auditor's file No. 89164 and No. 89165.


DEC-14-66 97868 -50 20.00

PAID

HUGH COBY

Dated this

9th

day of December, 1966.

*Charles A. Rogers* (SEAL)  
*Elta Rogers* (SEAL)

 STATE OF WASHINGTON, } ss.  
 County of Whatcom

 On this day personally appeared before me CHARLES A. ROGERS and ELTA ROGERS,  
 his wife,  
 to me known to be the individuals described in and who executed the within and foregoing instrument, and  
 acknowledged that they signed the same as their free and voluntary act and deed, for the  
 uses and purposes therein mentioned.

GIVEN under my hand and official seal this

10th day of December, 1966

*James R. [Signature]*  
 Notary Public in and for the State of Washington,  
 residing at Bellingham.

1018705

B

Dec. 14, 1966



1049522

## REAL ESTATE CONTRACT

THIS CONTRACT, made this 19th day of August, 1968

between

Leo C. Nielsen &amp; Charlotte A. Nielsen, his wife hereinafter called the "seller" and

Michael G. Allsop &amp; Marianne N. Allsop, his wife hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller the following described real estate with the appurtenances, situate in Whatcom County, Washington:

Lots 14, 15, and 16, Block 4, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, EXCEPT the Southerly 70 feet of said Lot 16.

SEP-668

89125

Nls

60.00

Free of Incumbrances, except: Easements, Restrictions, Reservations of record if any.

PAID

HUGH CORY  
TREAS.

On the following terms and conditions: The purchase price is Six Thousand and no/100-- (\$6,000.00) dollars, of which Four Thousand and no/100-- (\$4,000.00) dollars has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:  
Two Thousand and no/100 (\$2,000.00) dollars, plus interest at the rate of eight per cent per annum, on or before August 18, 1969, but not before January 1, 1969.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee; (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payments required to be made on account of the mortgage, or to insure the premises as above provided, the seller may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

B  
Sept. 6, 1968



1049522

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on August 19, 1968 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

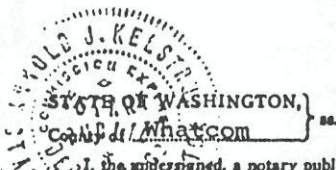
In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Leo C. Nielsen (Seal)

Charlotte A. Nielsen (Seal)

Michael Berry Olson (Seal)

Marianne M. Allsopp (Seal)



I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5th day of Sept. 1968, personally appeared before me Leo C. Nielsen and Charlotte A. Nielsen

to me known to be the individual s described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Leo C. Nielsen  
Notary Public in and for the state of Washington,  
residing at Bellingham



Filed for Record at Request of

Name Kelstrom Agency  
Address 307 W. Holly  
City and State Bellevue

THIS SPACE RESERVED FOR RECORDER'S USE:

RECORDED

BELLINGHAM TITLE CO.

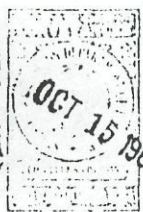
1968 SEP -6 PH 3:48

VOL. \_\_\_\_\_ PAGE \_\_\_\_\_  
REQUEST OF  
WILLA HANSEN, AUDITOR  
WHATCOM COUNTY, WASH.  
DEPUTY

1049522

Sept. 6, 1968





RECORDED

THIS SPACE RESERVED FOR RECORDER'S USE.

OCT 15 PM 3:43

1007195

REVENUE STAMPS

200  
0.00  
OCT-15-69 40790 - A Exc Tax \$

TO Bill Baker Mutual  
Co., Inc.  
Pay 307  
City

BTCo #69303

Form L88

### Statutory Warranty Deed

THE GRANTOR Leo C. Nielsen and Charlotte A. Nielsen, his wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to Michael G. Allsop and Marianne <sup>MS</sup> Allsop, his wife

the following described real estate, situated in the County of Whatcom, State of Washington:

*R.S. 600*  
Lots 14, 15, and 16, Block 4, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, EXCEPT the Southerly 70 feet of said Lot 16.

SUBJECT TO: Easements, Restrictions, Reservations of record if any.

Excise Tax paid under treasurer receipt # 89125

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 19th, 1968, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated this 14th day of October 1969

Leo C. Nielsen (SEAL)

Charlotte A. Nielsen (SEAL)

STATE OF WASHINGTON, }  
County of Whatcom }

On this day personally appeared before me Leo C. Nielsen and Charlotte A. Nielsen, his wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of OCTOBER

Kenneth H. Brown  
Notary Public in and for the State of Washington,  
residing at Bellvue

OCT 15 1969



34  
227  
The West 13.5 feet of the following described tract:  
The North 50 acres of the West half of the Southeast quarter of Section 22,  
Township 39 North, Range 2 East of W.M., LESS the North 270 feet of the West  
806 feet and less roads.

Arnold M Hougan  
Dorothy J Hougan

E M O Co., Inc.  
E M Oehlert, Pres  
Gordon F Smith Sec

Akd WCW May 31 1956 by fps bef Frank B Bostrom NP Seal No Stps

437-462 NG

CHARLES A ROGERS and ELTA A ROGERS,  
hs wf

818463  
WD

to

Dtd Jun 2 1956  
Fld Jun 4 1956 2:37  
Vol Pg

FRANK O JOHNSON and PEARL JOHNSON, hs  
wf \$1000.

C & W

1/4  
3/4  
Lot 17 and the southerly 70 feet of Lot 16, in Block 4, "Flat of Agate Bay,"  
Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats,  
pages 68 and 69, in the Auditor's office of said county and state.

U  
SUBJ TO reservations in deeds from the St of Wn for shorelands as recorded,  
such deeds being dtd Oct 28, 1929 and Oct 19, 1929, fld respectively under  
Auditor's file nos 373547 and 373548, and recorded in Vol. 208 of Deeds at  
pgs 502 and 503.

Charles A Rogers  
Elta A Rogers

Akd WCW Jun 2 1956 by fps bef J W Kindall NP Seal RS \$1.10 Conv Tax \$1.00 Pd  
\$10.00 Rc Est Excise Tax



849265  
Statutory Warranty Deed

*Johnson* 5172  
*Pearl*

PUGET SOUND  
PACIFIC  
WILLIAMS INSURANCE COMPANY  
PAGE 1100 QUEST OF

JAN 13 11 0 AM 1958

WILL D. PRATT AUDITOR  
WHATCOM COUNTY WASH.

----- SURETY

Jan 13, 1958

Mail to

*Arnold J. Reiter*

Send Tax Statement to

Form 467- 1-REV

## Statutory Warranty Deed

THE GRANTOR FRANK O. JOHNSON and PEARL JOHNSON, his wife

for and in consideration of Ten dollars and other valuable considerations

in hand paid, conveys and warrants to FRANK C. GESCHKE and FLORENCE GESCHKE, his wife

the following described real estate, situated in the County of  
Washington:

Whatcom

, State of

The Southerly 70 feet of Lot 16, and all of Lot 17, Block 4, "Plat  
of Agate Bay," Whatcom County, Washington, as per the map thereof,  
recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's  
office of said county and state.

SUBJECT TO: Restrictions and reservations of record as of January  
10th, 1958.



HUGH CORY  
TREASURER OF WHATCOM COUNTY, WASHINGTON

16191 *Cory* JAN 13 1958  
REAL ESTATE EXCISE TAX PAID AMT. \$19.00

Dated this

10th

day of

January

, 19 58

*Frank O. Johnson* (SEAL)

*Pearl Johnson* (SEAL)

STATE OF WASHINGTON,

County of Whatcom

ss.

On this day personally appeared before me FRANK O. JOHNSON and PEARL JOHNSON, his wife

to me known to be the individuals described in and who executed the within and foregoing instrument, and



1257834

NOT 3V 1000000 300

A-1004

200.00

## REAL ESTATE CONTRACT

15333

THIS CONTRACT, made and entered into this 6TH day of JULY, 1977

between FLORENCE B. GESCHKE, a widow

hereinafter called the "seller," and MICHAEL G. ALLSOP and MARIANNE ALLSOP, husband and wife

hereinafter called the "purchaser,"

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in WHATCOM County, State of Washington:

BLOCK 4

THE SOUTHERLY 70 FEET OF LOT 16 AND ALL OF LOT 17, "PLAT OF AGATE BAY", ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 68 AND 69, RECORDS OF WHATCOM COUNTY, WASHINGTON.

- SUBJECT TO:
- 1.) Reservations contained in Deed of record under Auditor's File No. 366909
  - 2.) Rights of repairan owners as to that portion to said lot, if any, covered by water.
  - 3.) Exceptions and Reservations contained in Deed of record under Auditor's File Numbers 373547 and 373548.

The terms and conditions of this contract are as follows: The purchase price is - - - - - TWENTY THOUSAND AND NO/100 - - - - - (\$20,000.00) Dollars, of which FIVE THOUSAND AND NO/100 - - - - - (\$5,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

TWO HUNDRED AND NO/100 - - - - - (\$200.00) Dollars, or more at purchaser's option, on or before the 21st day of AUGUST, 1977, and TWO HUNDRED AND NO/100 - - - - - (\$200.00) Dollars, or more at purchaser's option, on or before the 21st day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of  $8\frac{1}{2}\%$  per cent per annum from the 21st day of JULY, 1977, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at or at such other place as the seller may direct in writing.

Seattle First National Bank  
112 E. Holly  
Bellingham, WA 98225

As referred to in this contract, "date of closing" shall be July 21, 1977

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by PIONEER NATIONAL TITLE INSURANCE COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

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JUL 15 1977

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to make such payments in accordance with the terms thereof, and upon default, the purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following:

SAME AS THOSE THAT APPEAR ON THE FACE OF THIS CONTRACT

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance, as herein required, the seller may make such payment or effect such insurance, and any amounts so paid by the seller, together with interest at the rate of 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

*Florence B. Geschke*  
Florence B. Geschke

*Michael G. Allsop*  
Michael G. Allsop

*Marianne Allsop*  
Marianne Allsop

STATE OF WASHINGTON,

County of Whatcom

On this day personally appeared before me Florence B. Geschke

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that

she signed the same as her

free and voluntary act and deed, for the uses and purposes

therein mentioned.

GIVEN under my hand and official seal this

14th

day of July, 1977

*Raimond P. Kennedy*  
Notary Public in and for the State of Washington,

residing at Bellingham



PIONEER NATIONAL  
TITLE INSURANCE

A TIKOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:  
PIONEER NATIONAL TITLE INSURANCE  
P.O. BOX 2159

BELLINGHAM, WA 98225

D-64059

THIS SPACE RESERVED FOR RECORDER'S USE.

RECORDED

PIONEER NATIONAL TITLE  
INSURANCE COMPANY

JUL 15 1977 8:30 A.M.

VOL. 346 PAGE 282  
REQUEST OF  
WELLA HANSEN, AUDITOR  
WHATCOM COUNTY, WASH.  
DEPUTY

JUL 15 1977

VOL 346





PIONEER NATIONAL  
TITLE INSURANCE

A TITOL COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR ORDER USE

JUN 11 10 18 AM '76

VOL 293 PAGE 634

RECORDED BY DR

ALLIANCE TITLE INSURANCE CO.

ANATONIA, MISSOURI

DEPUTY

TO

217 No. Shore Rd

Blom Low

1219749

4263 - A Exclax 8

12150

# 1219749 Quit Claim Deed

FORM L 56 R

JUN 11 '76

THE GRANTOR

JAS F. BOLSTER

for and in consideration of Ten Dollars

convey and quit claim to DONALD V. HAWLEY and CHARLOTTE HAWLEY, for the benefit of all owners of record or beneficially owning land abutting the below described real estate to the respective extents of the portion of said property which adjoins the property of each abutting owner the following described real estate, situated in the County of Whatcom

State of Washington including any interest therein which grantor may hereafter acquire:

A tract of land 100 feet wide being 50 feet wide on each side of the centerline of the former Bellingham Bay and Eastern Railroad as was located and constructed over and across Lots 6, 5, 4, and part of 3, all situate in Section 25, Township 38 North, Range 3 East of W.M. said centerline being more particularly described as follows: Beginning at a point on the boundary line between Sections 25 and 26 in Township 38 North, Range 3 East about 900 feet South of the Quarter Corner between said Sections 25 and 26 and continuing on a spiral curve to the right embracing a curvature of 7° 30' a distance of 60 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of 95 feet; Thence on a spiral curve with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of South 85° 48' East a distance of 259.6 feet; Thence on a spiral curve to the left embracing a curvature of 4° 40' a distance of 112 feet; Thence on a circular curve to the left with a radius of 905 feet a distance of 851.5 feet; Thence continuing on a circular curve to the left with a radius of 738 feet a distance of 74.2 feet; Thence on another circular curve to the left with a radius of 573.7 feet a distance of 130 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 9° 21' East a distance of 642.8 feet; Thence on a spiral curve with a curvature of 4° 40' a distance of 112 feet; Thence on another spiral curve with a curvature of 4° 40' a distance of 112 feet; Thence on a spiral curve of 7° 30' to the right a distance of 153 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of 440 feet; Thence on a spiral curve to the right with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 59° 01' East a distance of 140 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a circular curve to the left with a radius of 573.7 feet a distance of 230 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 21° 01' East a distance of 180 feet; Thence on a spiral curve to the right with a curvature of 9° 10' a distance of 180 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of about 450 feet at which point said centerline enters Section 24 of said township and range and continues in a uniform curve a distance of about 300 feet where said curve returns to said Section 25; Thence on a spiral curve to the right with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of South 36° 31' East a distance of 394.5 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet to the boundary line between Lots 2 and 3 in said Section 25, Township 38 North, Range 3 East of W.M. Said tract containing 13.42 Acres more or less.





PIONEER NATIONAL  
TITLE INSURANCE

ATICOR COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDER'S USE

RECORDED

*Reu*

JUN 11 10 18 AM '76

VOL 293 PAGE 634

RECEIVED DE

ASSISTANT CLERK

WASHINGTON COUNTY

DEPUTY

REVENUE STAMPS

4263 -- A Exclax 8

1219749

TO *Reu*  
2117 No. Shore Rd  
Blaine, Wash.

12150

12150

12150

Dated this

10<sup>th</sup>

day of

*June 176*  
*James P. Balster* (SEAL)

STATE OF WASHINGTON, ss.  
County of *Whatcom*

On this day personally appeared before me *James P. Balster*  
to me known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that *he* signed the same as *his* free and voluntary act and deed, for the  
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

10<sup>th</sup> day of

*June, 1976*

Notary Public in and for the State of Washington,  
residing at

*Bellevue*



VOL 293 PAGE 635

JUN 11 1976



## QUIT-CLAIM DEED

Statutory Form

THE GRANTOR b DONALD V. HAWLEY and CHARLOTTE HAWLEY et allof BELLINGHAM in the County of WHATCOM and State of Washington, for the consideration of \_\_\_\_\_

One (1) \_\_\_\_\_ Dollars

in hand paid, convey s and quit-claim s to IVOR J. ALLSOPMail to: 2079 North Shore Road, Bellingham,of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lots 4 & 5, Sec. 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lots of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the center line of said right of way and that abuts Lots 1 thru 13 of Block 4 of the Plat of Agate Bay in said Gov. Lot 5 also that portion of said right of way that lies westerly of said center line and that abuts Tax Parcel 3.1 in said Gov. Lots 4 & 5, the SLY & NELY property lines of said Plat Lots and Tax Parcel being extended across the abandoned right of way to said center line. Said ELY & WLY  $\frac{1}{2}$  of said right of way are each 50 feet wide where they abut said ~~Tax Parcel~~ Plat Lots and Tax Parcel and said tract of land becomes a contiguous part of said Plat Lots and Tax Parcel subject to any existing easements or agreements for road or driveways etc.

RECORDED

SEP 1 11 20 AM '76  
VOL 303  
PAGE 28  
REQUEST OF  
WELLAHANSEN, JUTY  
WHATCOM COUNTY, WA  
DEED

situated in the County of WHATCOM State of Washington.Dated this 28 day of Aug, 19 76

Donald V. Hawley  
Charlotte Hawley

STATE OF WASHINGTON,

County of WHATCOM

ss.

(INDIVIDUAL ACKNOWLEDGMENT)

I, \_\_\_\_\_ Notary Public in and for the State of Washington, residing at Bellingham do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 76, personally appeared before me DONALD V. HAWLEY and CHARLOTTE HAWLEY to me known to be the individual s described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of

Aug 28, 19 76

Donald V. Hawley

Notary Public in and for the State of Washington, residing at Bellingham in said County.



1227

18239

## QUIT-CLAIM DEED

Statutory Form

25-38-3

THE GRANTOR DONALD V. HAWLEY and CHARLOTTE HAWLEY et all

of BELLINGHAM in the County of WHATCOM and State of Washington, for the consideration of

One (1) Dollars

in hand paid, convey and quit-claim to MICHAEL G. ALLSOP

mail to: 2247 North Shore Road, Bellingham,

of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lot 5, Sec. 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lot 5 of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the center line of said right of way and that abuts Lots 14, 15 & 16 exc the SLY 70 FT of Block 4 of the Plat of Agate Bay in said Gov. Lot 5, the N & S property lines of said Plat Lots being extended westerly across the abandoned RR right of way to said center line. Said easterly  $\frac{1}{2}$  of said right of way is 50 feet wide where it abuts said Plat Lots and said tract becomes a contiguous part of said Plat Lots subject to any easements or agreements for roads or driveways etc.

RECORDED

SEP 1 11 19 AM '76  
VOL 323 PAGE 360  
REQUEST OF  
WELLS HANSEN, AUDITOR  
WHATCOM COUNTY, WASH.  
DEPUTY

36

4

situated in the County of WHATCOM, State of Washington.

Dated this 29 day of Aug, 1976.

Donald V. Hawley  
Charlotte Hawley

STATE OF WASHINGTON.

County of WHATCOM

as INDIVIDUAL ACKNOWLEDGMENT

I, \_\_\_\_\_ Notary Public in and for the State of Washington, residing at Bellingham do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 1976, personally appeared me \_\_\_\_\_ DONALD V. HAWLEY and CHARLOTTE HAWLEY to me known to be the individual<sup>s</sup> described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of

Aug 28, 1976

\_\_\_\_\_  
Notary Public in and for the State of Washington, residing at Bellingham in said County.

SEP 1 1976



18244

**THE GRANTOR** DONALD V. HAWLEY and CHARLOTTE HAWLEY et al

of BELLINGHAM in the County of WHATCOM and State of WASHINGTON

Washington, for the consideration of.

One (1)

Dollars

to hand paid, conveys... and quit-claim s... to FLORENCE B. GESCHKE

1200 Lincoln SP 126, Bellingham

of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lot 5, Sec 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lot 5 of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the centerline of said right of way and that abuts Lot 17 & the SLY 70 feet of 16 of Block 4 of the Plat of Agate Bay in said Gov. Lot 5, the N & S property lines of said Plat Lots being extended ~~westwardly across the abandoned RR right of way to said center line~~ westerly across the abandoned RR right of way to said center line. Said easterly  $\frac{1}{2}$  of said right of way is 50 feet wide where it abuts said Plat Lots and said tract becomes a contiguous part of said Plat Lots subject to any existing easements or agreements for roads or driveways.

RECORDED  
SEP 1 11 21 AM '76  
VOL 303 PAGE 365  
REQUEST OF  
WELSHAN SEN. AUDITOR  
WHATCOM COUNTY, WASH.  
DEPUTY

situated in the County of WHATCOM State of Washington.

Dated this 28 day of Aug, 19 76

Donell V Hawley  
Charlotte Hawley

STATE OF WASHINGTON.

County of \_\_\_\_\_ **WHATCOM**

**II. INDIVIDUAL ACKNOWLEDGEMENT**

I, \_\_\_\_\_ Notary Public in and for the State of Washington, residing  
at \_\_\_\_\_ Bellingham \_\_\_\_\_ do hereby certify that on this \_\_\_\_\_  
day of \_\_\_\_\_ 19 76 personally appeared before me \_\_\_\_\_

DONALD V. HAWLEY and CHARLOTTE HAWLEY

to me known to be the individual 8 described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_

Aug. 22 1976

Notary Public in and for the State of Washington, residing at Bellingham in said County.

SEP 11